

FORM B10 (Official Form 10) (04/05)

UNITED STATES BANKRUPTCY COURT <u>Southern</u> DISTRICT OF <u>New York</u>		PROOF OF CLAIM
Name of Debtor <b>Delphi Automotive Systems, LLC</b>		Case Number <b>05-44640</b>
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): <b>Benecke-Kaliko AG</b>		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Name and address where notices should be sent: <b>Continental AG Daniel Felden Strawinskylaan 3111, 6th Floor 1077ZX Amsterdam, Netherlands Telephone number: + 31 20 4420 607</b>		
Account or other number by which creditor identifies debtor: <b>Customer No. 21596</b>		THIS SPACE IS FOR COURT USE ONLY
Check here <input type="checkbox"/> replaces a previously filed claim, dated: _____ if this claim <input type="checkbox"/> amends		
<b>1. Basis for Claim</b> <input checked="" type="checkbox"/> Goods Sold / Services Performed <input type="checkbox"/> Customer Claim <input type="checkbox"/> Taxes <input type="checkbox"/> Money Loaned <input type="checkbox"/> Personal Injury <input type="checkbox"/> Other _____ <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of SS #: _____ Unpaid compensation for services performed from _____ to _____ (date) (date)		
<b>2. Date debt was incurred:</b> <b>7/8/2005 - 10/20/2005</b>		<b>3. If court judgment, date obtained:</b>
<b>4. Total Amount of Claim at Time Case Filed: \$ 72,359.49</b> (unsecured) (secured) (priority) <b>\$72,359.49</b> (Total) If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
<b>5. Secured Claim.</b> <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____		<b>7. Unsecured Priority Claim.</b> <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,000),* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). *Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. \$10,000 and 180-day limits apply to cases filed on or after 4/20/05. Pub. L. 109-8.
<b>6. Unsecured Nonpriority Claim \$ 72,359.49</b> <input checked="" type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.		THIS SPACE IS FOR COURT USE ONLY
<b>8. Credits:</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		
<b>9. Supporting Documents:</b> Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
<b>10. Date-Stamped Copy:</b> To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim		
Date <b>6/15/2006</b>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <b>Felden, Daniel Felden, Corporate Credit Manager, Continental AG</b>	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

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Customer address Delphi Safety & Interiors Attn.: Camiel Murray 1401 Crooks Rd., Mail Code 480-009 TROY, MI.48084 USA		21596 Supplier number 315557231	No. 29904441 Date 20.10.2005 Delivery note no.  Our order no. 1172199 ZL2 02 44072
Your reference	Your order no./Date PO.450140602/23.09.2005	Our department Mrs.Töpfer	Extension 375
Type of shipping see below	Customer	Net weight 827 KG	Gross weight 0 KG
Delivered to Delphi Automotive Systems CMM Plant, Attn.: Elisa Lara 1900 Billy Mitchell Blvd. BROWNSVILLE, TX 78521 USA			Place of discharge
Obsolescence Claim #04-25 note/post petition invoice			
Item	Material-No., inclusive Width / mm Marking Customer ref. number Marking Width / Quantity	V.A.T. No.    Price	per Unit    Value
1	E6150157A0530A TEPEO-KF 8037 IT ORIONGRAU MITTEL Part no.: M101252 P.O.: INL-E6317 M101252 OR.GRA. #80-308-0860 Width: 53,0 CM / 886,00 YDS	4,42 USD	1 YDS 3.916,12 USD
2	E6150156A0530A TEPEO-KF 8037 IT JAVA Part no.: M101253 P.O.: INL-E6317 M101253 JAVA #80-308-0860 Width: 53,0 CM / 1.417,00 YDS	4,42 USD	1 YDS 6.263,14 USD
Total items			10.179,26 USD
Total amount			10.179,26 USD
<b>tax exempt export delivery</b>			

Benecke-Kaliko AG  
 Beneckeallee 40  
 D-30419 Hannover  
 Phone 0049-511-6302-0  
 Fax 0049-511-6302-206  
 UST-ID Nr. DE115677636  
 St-Nr-FA 25/200/00079

Chairman of the Supervisory Board:  
 Manfred Wennemer

Board of Directors:  
 Dr. Dirk Leiß, Chairman  
 Ulrich Kepper

Commercial register:  
 Hannover HRB 50 169

Dresdner Bank AG, Hannover  
 Account 1 046 767 (BLZ 250 800 20)  
 IBAN-Nr. DE70 2508 0020 0104 6767 00  
 S W I F T -address: DRES DE FF 250

Unternehmensgruppe ContiTech  
**CONTITECH®**

1. Invoicing of all goods and prices terms are FOB. The conditions established by the Company for the delivery of goods in the form of off-raw materials, semi-finished goods and other goods, the Company is entitled to accept only those which are not subject to special orders or otherwise. The Company is obliged to complete an order only after the Customer has been notified in writing that such order has been accepted.

2. Unless not agreed otherwise agreed, all goods supplied by the Company shall be transported according to the relevant INCOTERM, established by the Company, as defined by the ICC from time to time, to the extent not in conflict with these Conditions of Business (Export), in which case the provisions hereof shall prevail. In case the Customer is responsible for contracting the carrier or the shipping company the Company is entitled to approve such carrier or shipping company.

3. The Company is not bound by any data or information given in its price lists or other publications; all weights and measurements are subject to reasonable tolerances of up to 10% (ten percent), and any minor deviations, reasonably acceptable to the Customer. In the colour of any article supplied must be accepted.

4. In the event of orders which can be divided into more than one delivery, the Company is entitled to make partial deliveries and with appropriate prior notification to make delivery before the specified delivery date. Deliveries of quantities 10% greater or less than the ordered quantities of each individual item of the delivery for regular goods and up to 20% greater or less than the ordered quantities of special production goods are permissible.

5. Acts of force majeure or similar events such as breakdowns, fires, floods, shortages of labour, power or raw materials, strikes, lockouts, or governmental restrictions affecting the operation of the Company itself or of its suppliers or carriers, shall exonerate the Company from its obligations to supply or to provide the performance by the date quoted. In the case that specific intent or gross negligence are imputable to the Company's legal representatives or senior executives, the Company shall be liable according to the law. In no instance shall the Company be held responsible for any damage or inconvenience resulting, or purporting to result, from ordinary negligence, unless such damage is a foreseeable typical damage resulting from the violation of essential contractual obligations. Any legal right of rescission by the Customer shall remain unaffected, provided that the relevant qualifications are fulfilled. In the event of orders with performance consisting of more than one delivery, the non-fulfilment/fulfilment, deficient or late fulfilment/fulfilment of one delivery shall have no effect on other deliveries comprising the order.

6. All goods supplied are to be paid for in Euro plus the applicable value-added tax. Payments shall discharge debts only when made to a bank or other institution stipulated by the Company.

If a date or period for payment is fixed, the Customer shall be liable for the delay from the day following this date or period of payment. In all other cases the Customer shall be liable for the delay in payment 30 days following the legal date of payment and receipt of the Company's invoice. If the date of the receipt of the invoice is uncertain, the Customer shall be liable for the delay 30 days after the due date of delivery and receipt of the Company's goods. The Company shall be entitled to charge interest for the period of delay for which the Customer is liable for 8% (eight percent) per annum above the level of the prime lending rate of the "Deutsche Bundesbank" (the "Basiszinssatz") prevailing from time to time. The Company's right to assert a further claim for damages arising from default shall not be limited by this regulation. The Customer shall only be entitled to set off or withhold payments only if agreed to by the Company or if this such counterclaim is undisputed or declared final and binding by a court without possibility for appeal. The Customer is entitled to other counterclaims, especially the defence of non-performance of the contract. Deductions that have not been expressly agreed upon shall not be recognized.

Payment shall be made by cheque or by electronic wire transfer to the Company's account on the invoice. Cash discounts, bonuses or other allowances shall be granted only when all financial obligations arising out of previous deliveries have been met, and/or the invoiced sum has been paid in cash to the Company or has been credited to the Company's account by the due dates. The presentation of bills of exchange shall thus not entitle the Customer to cash discount. In the case of cashless payment, in particular by cheque, the date on which the sum is credited to the Company is decisive in all cases. The Customer shall bear the risk arising out of the form of payment.

Bills of exchange and cheques, whose acceptance can be agreed upon, shall be credited only upon due receipt of the full amount. The Company's claim expires only when the full due amount has been irrevocably received for the Company's free disposal. Costs and discount fees shall be debited to the Customer. The Company gives no guarantee for the correct presentation and for the protesting of bills. Any protests entered against promissory notes issued by the Customer or any delay in the repayment of such disputed bills of exchange issued by third parties shall entitle the Company to return all bills receivable; all the Company's claims shall then fall due immediately.

The Company reserves the right to revoke at any time any credit granted, even in the form of time granted for payment. The Company shall also be entitled to demand at any time adequate security to be determined by the Company. If such security is not provided at the request of the Company, the Company's claims shall fall due immediately.

The Company shall not pay interest on advance payments, payments on account or other credit balances.

7. The Company shall retain the legal title to and the copyright on estimates, merchandise samples, drafts, drawings and other documents; such documents shall be made accessible to third parties only with the prior consent of the Company.

In the event of the Company having supplied objects in accordance with drawings, models, samples or other sources provided by the Customer, the latter shall guarantee that patent rights held by third parties are not infringed. If the Company is prohibited by third parties, with reference to patent rights, from manufacturing and supplying such objects in particular, the Company is entitled to suspend any further activity to this extent and to demand compensation or to be released from all claims by third parties arising from this.

The Customer shall be held liable under this section 6 where the infringement of third party patent rights becomes apparent within three years from the date when the Customer was aware, or could not reasonably be unaware of the infringement.

The Company reserves the right to charge for prototype parts and for tools required for the production of such parts (moulds, rollers etc.). Tools required for series production are charged pro rata by the Company. All tools remain in all events the property of the Company.

8. The Company shall retain the title to goods supplied to the Customer until such time as all claims against the Customer, including conditional claims arising out of business with the Company, shall have been settled and the sum paid by bills of exchange and cheques accepted for this purpose shall have been credited to the Company for its free disposal. The foregoing shall apply to future claims, as well.

In the event of processing or conversion, combination or incorporation of the Company's goods with other goods not belonging to the Company, the Company shall acquire joint ownership of the new resultant product proportional to the ratio of the value of the Company's goods used by the Customer at the time of processing or conversion, conversion or incorporation. The new resultant product shall remain in the custody of the Customer, who, limited to this respect, shall act on the Company's behalf.

Claims on the part of the Customer arising out of the resale of such product shall be forthwith assigned to the Company to the extent of the selling price thereof, to serve as security for the Company for claims referred to in paragraph 1 of this section 8. If so requested by the Company, the Customer shall advise its debtors of the assignment and provide the Company with all relevant information.

During such time as the Company retains title to the goods supplied, the Customer shall be entitled to resell the goods or the products derived therefrom only in the normal course of business and to collect the assigned claims until this right of the Customer is withdrawn by the Company. Financial difficulties being encountered or a considerable deterioration in the financial circumstances of the Customer shall entitle the Company to suspend all deliveries immediately. At the same time the Company's authorization to resell the property and to collect claims assigned to the Company shall expire. If the Customer fails to meet its obligations arising from the property reservation or otherwise defaults, the Company shall be entitled to reclaim its goods under property reservation from the Customer. Upon request of the Customer, the Company undertakes to release securities, at its own option, to the extent that the value of existing securities exceeds by a total of 10% (ten percent) that of the claim.

In the event of the retention of title not being valid in the above-stated form according to the legal provisions of the country to which goods are delivered, then upon request the Customer shall act to assist the Company in establishing a comparable security in an amount and in a form acceptable to the Company.

9. The Company shall be liable to the Customer for any lack of conformity with the particular contract regarding its goods and services with the following provisions:

As far as the Company is liable for any such lack of conformity, the Customer shall be entitled to have the goods brought into conformity free of charge by repair or replacement as the Company thinks fit. In the event of repairs or replacements proving a failure, the Customer shall be entitled to make an proportioned deduction from the payment due or to rescind the contract; claims for damages instead of performance shall not be affected thereby. For any further claims the Company shall be liable according to the law. In the event that specific intent or gross negligence is imputable to the Company's legal representatives or senior executives, in no instance shall the Company be held responsible for any damage or inconvenience resulting from ordinary negligence, unless such damage is a foreseeable typical damage from the violation of essential contractual obligations. Any legal right of rescission by the Customer shall remain unaffected, provided that the relevant qualifications are fulfilled.

Statements made by the Company relating to the delivery and performance of the goods, and on the applications of the goods themselves (e.g. dimensions, weight, hardness, service values) represent only descriptions or designations and not guaranteed properties; they are to be regarded as only approximate and are subject to the variations customary in the industry, unless otherwise agreed. Guaranteed properties exist only if the Company has accepted such properties as such in writing. Deviations from samples or from previous deliveries, in particular deviations in quality, weight, color, width, length and features, shall be avoided as far as technically feasible. The Company reserves the right to make modifications that the Customer can reasonably be expected to accept, in particular if such modifications assist technical progress and insofar as the object in question is not substantially changed. The Company accepts no liability for defects arising from natural wear and tear or from damage due to inexperienced handling by other than the Company's own employees, in particular due to warehousing, or if the defect becomes manifest when the goods are used in a way, other than that especially agreed in writing.

The Company's deliveries and performances shall be subject to the Customer's statutory obligations relating to inspections and complaints and to the statutory limitation periods on liability claims. This means that the Company shall be informed in writing of all claims against the Company's deliveries and performances, including incorrect deliveries, within one week after receipt of goods or rendering of services, or in the case of concealed flaws within one week after discovery of said flaw. The Customer shall return rejected goods to the Company carriage paid at the Company's request; if the complaint proves in such case to be justified, the costs of the cheapest means of reshipment may be charged to the Company.

10. In accordance with long-standing custom in this branch of industry, no claims on the part of the Customer for damages of any kind whatsoever and under any title whatever, including claims arising out of a lack of conformity with the particular contract or tort, may be brought against the Company, its legal representatives, servants and employees, unless specific intent or gross negligence are imputable to its legal representatives or senior executives, in which case the Company shall be liable according to the law. In no instance may the Company be held responsible for any damages or loss resulting from ordinary negligence on the part of the Company, its legal representatives, servants and employees, unless such damage is a foreseeable typical damage resulting from the infringement of essential contractual obligations. This liability provision shall also apply to advice given orally or in writing by the Company; the Customer shall in particular not be released from its obligation to check the suitability of goods for the intended application itself. The foregoing limitation of liability shall not apply to claims under the German Product Liability Act as well as to claims for loss of life, physical injury and personal injury.

11. The place of execution hereof and place of jurisdiction in respect of all claims arising out of commercial relations with the Company as well as the origin and effectiveness of such agreements or relations shall be Hannover, Germany. However, the Company reserves the right to have recourse to litigation at the domicile of the Customer. These Conditions of Business shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. To the exclusion of the uniform law on Contracts of Sale (the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980) the invalidity of any provision herein contained shall not affect the validity of the remaining provisions.

The foregoing conditions of business, on which all offers and agreements are based, shall be regarded as having been accepted by the Customer through his placing an order with the Company or by taking delivery of goods supplied. Conditions other than the foregoing are inapplicable even if the Company does not expressly lodge an objection to them. No such conditions will be applicable unless the Company gives its prior consent in writing in each instance.

05-14-181 added 000-89599 Filed 08/09/07 Entered 08/09/07 14:00:00 Exhibit A: Proof of Claim and Supporting documents Pg. 3 of 6

Customer address Delphi Safety & Interiors Attn.: Camiel Murray 1401 Crooks Rd., Mail Code 480-009 TROY, MI.48084 USA		Customer number 21596 Supplier number 315557231	No. 20273961 Date 08.07.2005 Delivery note no 3339586/08.07.05 Our order no 1167711 ZAEA 02 44072	
Your reference	Your order no./Date obsolescence claim/30.06.2005	Our department Mrs.Töpfer	Extension 375	
Type of shipping see below	Customer	Net weight 5.276 KG	Gross weight 5.624 KG	
Delivered to Delphi Safety & Interiors Attn.: Camiel Murray 1401 Crooks Rd., Mail Code 480-009- TROY, MI.48084 USA			Place of discharge	
Item	Material-No., inclusive Width / mm Marking Customer ref. number Marking Width / Quantity	V.A.T. No.   Price per Unit Value		
1	E6140311A1720A TEPEO-SF 503525 IT UNTERTEIL ANTHRAZIT Part no.:101152 P.O. :INL-E6317 M101152 2.551,312 YDS	39211900     11,51 USD 1 YDS 29.365,60 USD		
2	E6140309A1720A TEPEO-SF 503525 IT UNTERTEIL JAVA Part no.:101153 P.O. :INL-E6317 M101153 948,71 YDS	39211900     12,10 USD 1 YDS 11.479,39 USD		
3	E6140310A1720A TEPEO-SF 503525 IT UNTERTEIL FARBE ORIONGRAU MITTEL Part no.:101154 P.O. :INL-E6317 M101154 577,428 YDS	39211900     12,10 USD 1 YDS 6.986,88 USD		

Benecke-Kallko AG  
Beneckeallee 40  
D-30419 Hannover  
Phone 0049-511-6302-0  
Fax 0049-511-6302-206  
UST-ID Nr DE115677636  
St-Nr-Fa 25/200/00079

Chairman of the Supervisory Board:  
Manfred Wennemer

Board of Directors:  
Dr. Dirk Leiß, Chairman  
Ulrich Kepper

Commercial register:  
Hannover HRB 50 169

Dresdner Bank AG, Hannover  
Account 1 046 767 (BLZ 250 800 20)  
IBAN-Nr. DE70 2508 0020 0104 6767 00  
S W I F T -address: DRES DE FF 250

Unternehmensgruppe ContiTech  
**CONTITECH®**



Customer address Delphi Safety & Interiors Attn.: Camiel Murray 1401 Crooks Rd., Mail Code 480-009 TROY, MI.48084 USA	Customer number 21596 Supplier number 315557231	No. 20273961 Date 08.07.2005 Delivery note no. 3339586/08.07.05 Our order no. 1167711 ZAEA 02 44072
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Item	Material-No., inclusive Width / mm Marking Customer ref. number Marking Width / Quantity	Price	V.A.T. No. per Unit	Value
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4 E6150158A0530A 39219090  
TEPEO-KF 8037 IT ANTHRAZIT  
Part no.: M101251  
P.O.: INL-E6317  
M101251 ANTHR.#80-308-0860  
1.148,294 YDS 4,11 USD 1 YDS 4.719,49 USD

5 E6150157A0530A 39219090  
TEPEO-KF 8037 IT ORIONGRAU MITTEL  
Part no.: M101252  
P.O.: INL-E6317  
M101252 OR.GRA. #80-308-0860  
1.082,677 YDS 4,42 USD 1 YDS 4.785,43 USD

6 E6150156A0530A 39219090  
TEPEO-KF 8037 IT JAVA  
Part no.: M101253  
P.O.: INL-E6317  
M101253 JAVA #80-308-0860  
1.095,801 YDS 4,42 USD 1 YDS 4.843,44 USD

Total items 62.180,23 USD

Total amount 62.180,23 USD

### tax exempt export delivery

Payment conditions:

60 days net

Terms of delivery:

EXW/ Ex works

Country of origin: Federal Republic of Germany.

Benecke-Kalko AG  
Beneckeallee 40  
D-30419 Hannover  
Phone 0049-511-6302-0  
Fax 0049-511-6302-206

Chairman of the Supervisory Board:  
Manfred Wennemer

Board of Directors:  
Dr. Dirk Leiß, Chairman  
Ulrich Kepper

Commercial register:  
Hannover HRB 50 169

Dresdner Bank AG, Hannover  
Account 1 046 767 (BLZ 250 800 20)  
IBAN-Nr. DE70 2508 0020 0104 6767 00  
S W I F T -address: DRES DE FF 250

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